

AMENDMENT NO. 4

to the Summary Plan Descriptions of the

CITY OF RENTON EMPLOYEE HEALTHCARE PLAN Medical and Dental SPDs

CITY OF RENTON LEOFF I RETIREE HEALTH CARE PLAN Dental SPD

The Summary Plan Descriptions effective 01/01/09 are amended effective 01/01/10 as follows:

On **page 11** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Acupuncture and Massage Therapy** benefit as follows:

ACUPUNCTURE AND MASSAGE THERAPY Limited to a combined \$400 per calendar year.	\$35 copay, then 100%	\$35 copay then 80%
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On **page 11** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Outpatient Chemical Dependency Treatment** benefit as follows:

CHEMICAL DEPENDENCY TREATMENT Outpatient	\$35 Copay then 100%	\$35 Copay then 100%
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On **page 11** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Chiropractic Services** benefit as follows:

CHIROPRACTIC SERVICES	\$35 Copay then 100%	\$35 Copay then 80%
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On **page 11** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **CT Scan** benefit as follows:

CT SCAN	\$35 Copay then 100%	\$35 Copay then 100%
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On **page 11** of the Medical Summary Plan Description, within the **Schedule of Benefits**, remove the **Diabetic Education** benefit and add a **Dietary Education** benefit as follows:

Delete:

DIABETIC EDUCATION Limited to \$500 per calendar year	\$25 Copay then 100%	\$25 Copay then 100%
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Add:

DIETARY EDUCATION Limited to \$500 per calendar year	\$35 Copay then 100%	\$35 Copay then 100%
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On **page 16** of the Medical Summary Plan Description, within the **LEOFF I Schedule of Benefits**, remove the **Diabetic Education** benefit and add a **Dietary Education** benefit as follows:

Delete:		
DIABETIC EDUCATION		100%
Limited to \$500 per calendar year.		
Add:		
DIETARY EDUCATION		100%
Limited to \$500 per calendar year.		

On **page 11** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Emergency Room – ER Physician** benefit as follows:

EMERGENCY ROOM		
ER Physician	\$35 Copay then 100%	\$35 Copay then 100%

On **page 12** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Hearing Exam** benefit as follows:

HEARING BENEFIT		
Hearing Exam	\$35 Copay then 100%	\$35 Copay then 100%
Limited to one exam per calendar year.		

On **pages 12 and 17** of the Medical Summary Plan Description, within the **Schedule of Benefits**, add **Kidney Dialysis (Outpatient Services)** as follows:

Kidney Dialysis		
Participating providers will be covered at the Preferred Network level of benefit.		
First 42 Treatments	100%	100%
Subsequent Treatments	100%	100%
Deductible waived.		

On **page 12** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Outpatient - Mental Nervous Treatment** benefit as follows:

MENTAL NERVOUS TREATMENT		
Outpatient	\$35 Copay then 100%	\$35 Copay then 100%
Limited to 20 visits per calendar year.		

On **page 12** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Neurodevelopmental Therapy** benefit as follows:

NEURODEVELOPMENTAL THERAPY	\$35 Copay then 100%	\$35 Copay then 100%
Limited to \$4,200 per calendar year.		
Limited to age seven.		

On **page 12** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Office Visit** benefit as follows:

OFFICE VISIT	\$35 Copay then 100%	\$35 Copay then 100%
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On **page 13** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Preventive Care** benefit as follows:

PREVENTIVE CARE CHILD Includes routine immunizations. Birth to age 12.	\$35 Copay then 100%	<i>Not Covered</i>
Preventive Lab & X-ray	100%	100%
PREVENTIVE CARE ADULT Includes routine immunizations. The benefit does not include Flu Shots. Age 12 and older.	\$35 Copay then 100%	<i>Not Covered</i>
Preventive Lab & X-ray	100%	100%

On **page 13** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Outpatient Rehabilitation Services** benefit as follows:

REHABILITATION SERVICES Outpatient	\$35 Copay then 100%	\$35 Copay then 100%
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On **page 13** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Second Surgical Opinion** benefit as follows:

SECOND SURGICAL OPINION	\$35 Copay then 100%	\$35 Copay then 100%
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On **page 13** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Surgeon** benefit as follows:

SURGEON	\$35 Copay then 100%	\$35 Copay then 100%
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On **page 14** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Annual Maximum Benefit** as follows:

ANNUAL MAXIMUM BENEFITS -- Firefighters, AFSCME, Police Non-Commissioned, Police Commissioned, and All Non-Represented Employees

Individual Copay Maximum	20 copays per calendar year*
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Family Copay Maximum	35 copays per calendar year*
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*Annual Copay Maximum does not include MRIs or Emergency Room copays.

On **pages 14 and 18** of the Medical Summary Plan Description, within the **Schedule of Benefits**, revise the **Lifetime Maximum Benefit** as follows:

LIFETIME MAXIMUM BENEFITS

Major Medical/Prescription Drugs	\$2,000,000
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On **page 14** of the Medical Summary Plan Description, within the **Schedule of Benefits**, replace the **Prescription Benefits** with the following:

PRESCRIPTION BENEFITS -- Firefighters, AFSCME, Police Non-Commissioned, Police Commissioned, and All Non-Represented Employees

Costco Pharmacy Benefit Partnership
Administered by EnvisionRxOptions - Retail Pharmacies

Generic Drugs	\$10 Copay
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Brand Name Drugs

On Performance Drug List	\$25 Copay
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Not On Performance Drug List	\$50 Copay
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Dispensing limit 34 days.

Costco/EnvisionRxOptions Mail Order Service - Mail Order Prescriptions

Generic Drugs	\$10 Copay
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Brand Name Drugs

On Performance Drug List	\$25 Copay
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Not On Performance Drug List	\$50 Copay
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Dispensing limit 90 days.

Prescription copays do not apply to the Medical Copay maximums.

Subject to the combined lifetime maximum of \$2,000,000 for Major Medical/Prescription Drug charges.

On **page 15** of the Medical Summary Plan Description, within the **Schedule of Benefits**, under **Vision Benefits**, revise the **Vision Exam** benefit as follows:

Examination	\$35 Copay then 100%
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On **page 16** of the Summary Plan Description, within the **LEOFF I Schedule of Benefits**, replace the paragraph regarding **Pre-authorization** with the following:

PRE-AUTHORIZATION FOR MEDICAL FACILITY ADMISSIONS is required for full benefits. Failure to pre-authorize will result in a \$100 penalty, which will not apply towards the out-of-pocket maximum.

On **page 18** of the Medical Summary Plan Description, within the **Schedule of Benefits**, replace the **Prescription Benefits** with the following:

PRESCRIPTION BENEFITS – LEOFF I

Costco Pharmacy Benefit Partnership Administered by EnvisionRxOptions - Retail Pharmacies

Generic Drugs	\$0 Copay
Brand Name Drugs	

Dispensing limit 34 days.

Costco/EnvisionRxOptions Mail Order Service - Mail Order Prescriptions

Generic Drugs	\$0 Copay
Brand Name Drugs	

Dispensing limit 90 days.

Subject to the combined lifetime maximum of \$2,000,000 for Major Medical/Prescription Drug charges.

On **Page 46** of the Medical Summary Plan Description, within the **Plan Payment Provisions**, under the **Major Medical Lifetime Maximum Benefit**, replace the current language with the following:

MAJOR MEDICAL/PRESCRIPTION DRUG LIFETIME MAXIMUM BENEFIT

The Major Medical/Prescription Drug Lifetime Maximum Benefit per participant covered under the City of Renton Employee Health Care Plan is \$2,000,000. This maximum applies to all benefits combined provided under this Plan. The lifetime maximum does not restart if you terminate employment or lose eligibility for coverage under this Plan and are subsequently rehired/reinstated by City of Renton.

On **Page 50** of the Medical Summary Plan Description, within the **Comprehensive Major Medical Benefits** section, remove the **Diabetic Education** benefit and add **Dietary Education**, as follows:

DIETARY EDUCATION

Dietary education is a covered benefit, if provided by a physician as defined under this Plan. Benefit will be provided for diabetic self-management training and education, including nutritional therapy. The Plan Supervisor will be the final authority on which education programs will meet the criteria of eligibility.

On **page 54** of the Medical Summary Plan Description, within the **Comprehensive Major Medical Benefits**, under **Home Health Care** add the following as an additional bullet under **Eligible Expenses**:

- Assessment by a Masters of Social Work (M.S.W.).

On **Page 51** of the Medical Summary Plan Description, within the **Comprehensive Major Medical Benefits** Section, add **Kidney Dialysis (Outpatient Services)** benefit as follows:

KIDNEY DIALYSIS (OUTPATIENT SERVICES)

Charges for professional treatment, supplies, medications, labs, and facility fees related to outpatient kidney dialysis are covered services under the Plan. Eligible services include, but are not limited to, hemodialysis, peritoneal dialysis, and hemofiltration. Eligible expenses include the first forty-two treatments received, starting from the initial outpatient kidney dialysis treatment. Treatments received prior to becoming eligible under the Plan, are counted towards the first forty-two treatments, however, they are not covered expenses under the Plan. Benefits are payable as shown in the Schedule of Benefits.

Out of Network Services

For any subsequent kidney dialysis treatment (beyond the first forty-two treatments), if services are rendered by an Out-of-Network provider, the Plan's allowable charges for dialysis will be defined at 140% of the current Medicare reimbursement. During this subsequent period of treatment, benefits will be paid as shown in the Schedule of Benefits. Standard coordination of benefit provisions will apply. In addition, throughout this period of subsequent kidney dialysis treatment, all plan participants with ESRD who receive services from an Out-of-Network provider, may be eligible to have their Medicare Part B premiums paid for by the Plan as long as they continue to be covered under the Part B coverage (supporting documentation will be required). Please contact the group's Human Resources Department for additional information regarding reimbursement of Medicare premiums.

Eligible services received from a Participating or Preferred provider will be covered as shown in the Schedule of Benefits and will be in accordance with the applicable provider network agreements.

Notwithstanding the above, in the event that the Provider accepts Medicare Assignment as payment in full, then Eligible Expenses shall mean the lesser of the total amount of charges allowable by Medicare, wither enrolled or not, and the total eligible expenses allowable under this Plan exclusive of coinsurance.

On **Page 61** of the Medical Summary Plan Description, within the **Comprehensive Major Medical Benefits** Section, replace the **TMJ** benefit with the following:

TEMPOROMANDIBULAR JOINT DISORDER (TMJ)

This Plan covers medically necessary treatment of Temporomandibular Joint Disorders (TMJ) when provided by a participating physician, approved medical facilities, licensed physical therapist or licensed oral surgeon. Oral surgeons will be covered only for the surgical treatment of TMJ disorders under this benefit. Benefits are covered the same as any other condition.

On **Page 69** of the Medical Summary Plan Description, within the **Prescription Drug Card Program Provisions**, add the following as the first paragraph:

Benefits will be provided as described below and as shown in the Schedule of Benefits for state and federal approved legend drugs requiring a prescription and for other items as specifically provided, when such drug or other items are furnished by an approved pharmacy or an approved mail order supplier. Benefits will be subject to any waiting periods, limitations and exclusions, including the Lifetime Major Medical/Prescription Drug Maximum, except that prescription drug benefits will not be subject to Coordination of Benefits provisions or to any deductible or out of pocket maximums.

On **page 70** of the Summary Plan Description, within the **Prescription Drug Card Program Provisions**, under **Drugs Covered**, replace the bullet for **Prilosec** with the following:

- Prilosec OTC and Omeprazole will be covered at the generic copay level when prescribed by a physician. All other proton pump inhibitors will be covered at the "not on performance drug list" copay as shown in the Schedule of Benefits.

On **Page 86** of the Medical Summary Plan Description, under **General Definitions**, add the following to the definition of **Physician**:

Registered Dietitians (R.D.C.) are included under the definition of physician.

On **Page 88** of the Medical Summary Plan Description, on **page 30** of the LEOFF I Dental Summary Plan Description, and on **page 45** of the Non-LEOFF I Dental Summary Plan Description, under **General Definitions**, revise the definition for **Spouse** as follows:

SPOUSE - For the purposes of determining coverage under this Group health plan, spouse refers only to a person of the opposite gender who is the employee's husband or wife, not including a common-law marriage.

On **Page 100** of the Medical Summary Plan Description, on **page 40** of the LEOFF I Dental Summary Plan Description, and on **page 56** of the Non-LEOFF I Dental Summary Plan Description, within the **General Provisions**, under **Medicare**, replace the paragraph for **Eligible Expenses** with the following:

Eligible Expenses - As used in this section with respect to services, supplies and treatment shall mean the same benefits, limits, and exclusions as defined in this Plan Document. However, for retirees and participants with End Stage Renal Disease (ESRD), if the provider accepts Medicare assignment as payment in full, then Eligible Expenses shall mean the lesser of the total amount of charges allowable by Medicare, whether enrolled or not, and the total eligible expenses allowable under this Plan exclusive of coinsurance and deductible.

On **Page 104** of the Medical Summary Plan Description, on **page 44** of the LEOFF I Dental Summary Plan Description, and on **page 60** of the Non-LEOFF I Dental Summary Plan Description, within the **General Provisions**, under the **Subrogation, Third Party Recovery, and Reimbursement** provisions, add **Surrogacy Arrangement or Agreement** as follows:

Surrogacy Arrangement or Agreement

If you enter into a surrogacy arrangement or agreement and you receive compensation or reimbursement for medical expenses, you must reimburse the Plan for covered services you receive related to conception, pregnancy, or delivery in connection with that arrangement ("Surrogacy Health Services"), except that the amount you must pay will not exceed the compensation you receive under the surrogacy arrangement or agreement. A surrogacy arrangement or agreement, is one in which a woman agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Note: This "Surrogacy Arrangement or Agreement" section does not affect your obligation to pay your portion of the coinsurance for these services, but we will credit any such payments toward the amount you must reimburse the Plan under this provision.

By accepting Surrogacy Health Services, you automatically assign to the Plan, your right to receive payments that are payable to you or your chosen payee under the surrogacy arrangement or agreement, regardless of whether those payments are characterized as being for medical expenses. To secure the rights of the Plan, the Plan will also have a lien on those payments. Those payment shall first be applied to satisfy the lien. The assignment and our lien will not exceed the total amount of your obligation to the Plan under the preceding paragraph.

Within 30 days after entering into a surrogacy arrangement or agreement, you must provide written notice of the arrangement, including the names and addresses of the other parties to the arrangement, and a copy of any contracts or other documents, explaining the arrangement, to the Plan.

You must complete and provide to the Plan, all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary for us to determine the existence of any rights we may have under this Surrogacy Arrangement or Agreement section and to satisfy those rights. You may not agree to waive, release, or reduce the Plans rights under this provision without prior written consent from the Plan.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on the surrogacy arrangement or agreement, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to the Plans liens and other rights to the same extent as if you had asserted the claim against the third party. The Plan may assign its rights to enforce the Plans liens and other rights.

Summary Plan Description Amendment Approval Notification

It is agreed by, **City of Renton** that the provisions in the Summary Plan Description are amended and that these amendments are acceptable and will be the basis for the administration of the Plan as described herein.

The effective date of this plan amendment will be no earlier than the first of the month following the date of signature below.

Signed at **Renton**, Washington, this _____ day of _____ 2009, for an effective date of January 1, 2010.

City of Renton

Signature

Title

Print Name